

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 07-246**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**CELLULAR DATA / EVDO SERVICE  
FOR  
ADVANCED PUBLIC TRANSPORTATION SYSTEM  
AUTOMATED VEHICLE LOCATION SYSTEM  
CELLULAR EVDO DATA SERVICE**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **August 15, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

# **INSTRUCTIONS TO PROPOSERS**

## **CITY OF LINCOLN, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

#### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

#### **5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

#### **6. ADDENDA**

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at [lincoln.ne.gov](http://lincoln.ne.gov) Keyword - Bid.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City's website.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

#### **7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

#### **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.

8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **9. INDEMNIFICATION**

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. LAWS**

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential

information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **11. AWARD**

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## **12. LIVING WAGE**

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

# **CELLULAR EVDO DATA SERVICE FOR AUTOMATED VEHICLE LOCATION SYSTEM FOR STARTRAN**

## **1. GENERAL INFORMATION**

- 1.1 The City of Lincoln's transit service (StarTran) is planning to procure advanced public transportation systems (APTS) including an automatic vehicle location and dispatch system to improve the efficiency and safety of its fixed-route and para transit services.
- 1.2 StarTran is seeking a provider for cellular EVDO telemetry data services only to complete the process.
- 1.3 Elements of APTS have been designed by Mixon Hill, Inc. 12980 Metcalf Ave, Suite 470, Overland Park KS
- 1.4 Digital Recorders 4018 Patriot Dr., Suite 100, Durham, NC is the contractor selected to provide the APTS system.
- 1.5 The City has received a Federal Grant for the StarTran portion of this project. The cost of any type II services must be accounted for separately and all Federal requirements must be met.
  - 1.5.1 Grant application attached.
- 1.6 The City of Lincoln's transit service (StarTran) APTS AVL system has been designed and coordinated with the Intelligent Transportation System Southeast Nebraska Regional ITS Architecture (<http://www.iteris.com/senearch/>).

## **2. OBJECTIVE**

- 2.1 Contractors task will finalize the existing needs and review potential other needs that may be addressed through APTS that can be cost-effectively included in this project.
- 2.2 Type I services will focus on providing just cellular EVDO telemetry data services for approximately 75 Star Tran vehicles only. Additional Type I services may be added at a later date.
- 2.3 Type II services the Cellular EVDO Data Service contractor will review additional mobile data needs the rest of the city departments. These enhanced services shall be deemed to comprise Type II and shall be bid separately from the StarTran APTS AVL cellular EVDO telemetry data services.
- 2.4 Type I services is for StarTran cellular EVDO telemetry data services only, it is estimated that this would amount to less than 5Mb/month per vehicle.
  - 2.4.2 This does not include any voice data
  - 2.4.3 This does not include any video data
  - 2.4.4 The data will NOT be shared.
- 2.5 It is the intention of the City to enter into a contract for Type I cellular EVDO telemetry data services for a period of five years renewable at the city's option for another five one year terms.
- 2.6 It is the intention of the City to enter into a contract for Type II unlimited cellular EVDO data services for a period of five years renewable at the city's option for another five one year terms.

## **3. PLATFORM**

- 3.1 Type I - the platform to be used by Star Tran is the Raven X EV-DO Rev.A modem as provided by the APTS vendor, Digital Recorders.
- 3.2 Type II - the platform to be used by for enhanced unlimited EVDO services shall be an EVDO radio card installed into a hardened Mikro Tik router as provided by the City and/or County.

**4. PHASES**

- 4.1 Phase 1 Star Tran System only and shall include:
  - 4.1.1 5 Type I units for testing starting September 1 and continue until December 1, unless additional testing is required by StarTran
  - 4.1.2 After testing on or about December 1 and additional 70 Type I units shall be installed.
  - 4.1.3 Phase 2 can only start once the requirements of the Federal Grant for the APTS AVL System are satisfied and accepted.
- 4.2 Phase 2 other City and/or County agencies
  - 4.2.1 These additions will consist of either Type I or Type II units on a as needed basis and project acceptance by the entities.

**5. EVALUATION AND SYSTEM TESTING**

- 5.1 As part of the vendors contract, they will be required to submit acceptance testing parameters, which are directly applicable to their operations .
- 5.2 The contractor will review the tests to see that they fully test the components, subsystems and full system use .
- 5.3 If needed, the contractor will conduct the acceptance tests with a StarTran representative, and document the results.
- 5.4 Cost is an important factor and will be considered
  - 5.4.1 Present and future monthly and annual costs will be evaluated in addition to coverages in the area.
  - 5.4.2 Even with cost being a prime factor the additional prime factor is coverage.

**6. TYPE II OPTIONS**

- 6.1 An unlimited data plan is required to allow:
  - 6.1.1 Voice Data
  - 6.1.2 Video Data
  - 6.1.3 Creation of a private hot spot for inter-governmental uses.
  - 6.1.4 Possible creation of a mobile public hot spot

**7. VALUE ADDED SERVICES**

- 7.1 The City would entertain any value added services that would enhance it's operations or reduce costs.

**PROPOSAL**  
**SPECIFICATION NO. 07-246**  
**OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, August 15, 2007**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

**Phase I**  
**Cellular Data / EVDO AVL System Service for StarTran**  
**(About 5 Mb of data / month)**

	<u>5 year period</u>	<u>Each additional year</u>
75 Type I services	\$ _____	\$ _____
Lump Sum Cost	\$ _____ (As required by the Federal Grant)	
Additional Type I	\$ _____	\$ _____

**Phase II**  
**Cellular Data / EVDO AVL System Unlimited Data Service**

	5 year period	Each additional year
Type II services	\$ _____	\$ _____

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful firm's equal opportunity policies, procedures and practices.

The undersigned signatory for the submitter represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE:  
**SEALED PROPOSAL FOR SPEC. 07-246**  
and your Company name

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COMPANY NAME

---

BY (Signature)

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STREET ADDRESS or P.O. BOX

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(Print Name)

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CITY, STATE ZIP CODE

---

(Title)

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TELEPHONE No. FAX No.

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(Date)

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E-MAIL ADDRESS

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ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.